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Attorneys for Defendants
CITY AND COUNTY OF SAN FRANCISCO,
HEATHER FONG, STEPHEN JONAS and
MATT MASON

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

M.L., by and through his Guardian Ad
Litem, MONICA AUTRY,

Plaintiff,

vs.

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation;
HEATHER FONG, in her capacity as
Chief of Police for the CITY AND
COUNTY OF SAN FRANCISCO
STEPHEN BENZINGER, individually,
and in his capacity as a police officer for
the CITY AND COUNTY OF SAN
FRANCISCO; and, San Francisco Police
Officers DOES 1-25, inclusive,

Defendants,

LEE COLLINS,

Plaintiff,

vs.

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation;
HEATHER FONG, in her capacity as
Chief of Police for the CITY AND

Case No. C 04-1782 PJH

Case No. C04-3982 PJH

**STIPULATION AND ~~PROPOSED~~
PROTECTIVE ORDER RE:
CONFIDENTIAL PEACE OFFICER
INFORMATION**

COUNTY OF SAN FRANCISCO;
STEPHEN JONAS, individually and in
his capacity as a police officer for the
CITY AND COUNTY OF SAN
FRANCISCO; MATT MASON,
individually and in his capacity as a police
officer for the CITY AND COUNTY OF
SAN FRANCISCO; and San Francisco
Police Officers DOES 1-25, inclusive,

Defendants.

The parties to these actions (*Lee Collins v. City and County of San Francisco* and *M.L. v. City and County of San Francisco*), by and through counsel, STIPULATE and AGREE as follows:

1. Information and records contained in the personnel files of San Francisco Police Officers (or former officers) shall be treated as confidential in this litigation. Those records are hereinafter referred to as "CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION." These records include but are not limited to police officers' home addresses and complaints and discipline records contained in the files of the San Francisco Police Department and/or the Office of Citizens' Complaints.

2. The CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION shall not be exhibited, displayed or otherwise disclosed by Plaintiffs' Counsel (or authorized persons described in paragraph 4) to other persons except as specifically provided herein.

3. Plaintiff's Counsel may exhibit and/or disclose CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION only to the following categories of person and no others unless authorized by order of the Court:

- a. Plaintiff's Counsel;
- b. A witness who was the complainant against a San Francisco Police Officer involved in this case may view his or her complaint and documents concerning his or her complaint, but may not view complaints concerning other complainants. The limitation of this paragraph includes Plaintiff Orlando Bacon, who may view records concerning his own complaint(s) (if such document(s) exist(s)) only in the presence of Plaintiff's Counsel and may not receive originals or

1 copies of any CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION. This
 2 paragraph also does not prevent Plaintiff Orlando Bacon from receiving copies of his own written
 3 complaint(s) submitted to the Office of Citizens Complaints (if such document(s) exist(s)). This
 4 paragraph does not prevent counsel from discussing the contents of CONFIDENTIAL POLICE
 5 OFFICER PERSONNEL INFORMATION with Plaintiff Orlando Bacon for purposes connected with
 6 the litigation.

7 c. Experts, investigators or consultants retained by Plaintiff's Counsel to assist in
 8 the evaluation, preparation, or trial of this case. Before any expert, investigator, or consultant is
 9 permitted to review the CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION, such
 10 individual must agree to comply with the terms of this Protective Order by executing the NON
 11 DISCLOSURE AGREEMENT attached as Exhibit A to this Order. Plaintiffs' Counsel may make
 12 one copy of CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION for each such
 13 individual. Plaintiffs' counsel shall retain the original of all NON-DISCLOSURE AGREEMENTS
 14 for five years after the conclusion of this litigation, whether through final judgment, appeal, or by
 15 whatever means resolved. Experts, investigators, and consultants shall not have any power to
 16 authorize further disclosure of CONFIDENTIAL POLICE OFFICER PERSONNEL
 17 INFORMATION to any other person.

18 4. Nothing contained in this order shall prohibit any person, including any persons
 19 described in 3(a-c) above, from using or referring to CONFIDENTIAL POLICE OFFICER
 20 PERSONNEL INFORMATION in motion papers or pleadings filed with the Court, provided that
 21 adequate provision is made to protect the confidentiality of the CONFIDENTIAL POLICE OFFICER
 22 PERSONNEL INFORMATION and provided that any portion of such motion papers or legal
 23 pleadings that reference said CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION
 24 is filed under seal pursuant to the Court's rules and procedures (see Civil Local Rule 79-5).

25 5. At the conclusion of this litigation, through final judgment, appeal, or by whatever
 26 means resolved, all persons subject to this Order (including experts, investigators or consultants) shall
 27 return all copies of the CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION to
 28 counsel for the City.

6. Unless disclosure is ordered by the Court, attorneys for Defendants shall have the sole authority to determine that documents subject to the Protective Order are no longer considered CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION and will advise counsel for plaintiff in writing if this determination is made. Plaintiff may challenge defendants' designation of a particular document as CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION by filing a noticed motion or a motion for administrative relief under Civ. L.R. 7-11 or by any other procedure directed by the Court. The parties agree that the prevailing party in a motion to remove the confidential designation shall waive its entitlement to monetary sanctions, including attorney's fees.

7. In the event of any unauthorized disclosure as set forth herein, the City and County of San Francisco reserves the right to seek appropriate sanction of the Court.

AGREED AND STIPULATED:

Dated: November 1, 2005

DENNIS J. HERRERA
City Attorney
JOANNE HOEPER
Chief Trial Attorney
SEAN F. CONNOLLY
DAVID B. NEWDORF

By: /s/
DAVID B. NEWDORF
Attorneys for Defendants

DATED: November 1, 2005

LAW OFFICE OF JOHN L. BURRIS

By: /s/
BENJAMIN NISENBAUM
Attorney for Plaintiffs

The undersigned counsel certifies that he has obtained approval by e-mail to e-file this Stipulation on behalf of counsel for all parties.

/s/

DAVID B. NEWDORF

ORDER

Pursuant to stipulation, IT IS SO ORDERED.

DATED: 11/3/05 _____



Hon. Phyllis J. Hamilton
United States District Judge

EXHIBIT A

NON DISCLOSURE AGREEMENT

I, the undersigned, have read and understood the Stipulated Protective Order Re: Confidential Peace Officer Information in *Lee Collins v. City and County of San Francisco*, U.S. District Court No. C 04-3982 PJH, and *M.L. v. City and County of San Francisco*, U.S. District Court No. C 04-1782 PJH. I agree to comply with the confidentiality requirements as stated in the Order and not to use or disclose CONFIDENTIAL POLICE OFFICER PERSONNEL INFORMATION except as permitted by the Order. I understand that if I violate this Order I may be subject to sanction by the Court.

Date: _____

Signed: _____

Print Name: _____

(Plaintiff's Counsel shall retain the originals of these form as required by this Order.)